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The Solicitors' Journal.

LONDON, OCTOBER 5, 1872.

THE SAD NEWS of the death of Mr. Justice Willes, like Sir Samuel Romilly, by his own hand, has occasioned a poignant sorrow to be felt throughout all ranks of the legal profession. Few judges, if any, have ever been more valued and esteemed. In him we lose a profound lawyer. He was at home alike amid the mazes of old real property law and amid the complicated questions and relations arising out of modern commerce; on the latter subject especially, his strong sense rendered him pre-eminently successful in striking out paths of decision where old rules of law exist side by side with modern practices and usages of trade, never contemplated when the old rules were laid down. All remember the important parts he played in the Digest of Law Commission, and that on Judicature.

AN OPINION HAS FOUND EXPRESSION since our last issue, deprecating the publication of the lengthy document in which Sir A. E. Cockburn has set forth the reasons of his own conclusions in the Geneva Arbitration, involving as they do so considerable a portion of dissent from the resultant award pronounced in the Arbitration. We should have passed over any such notion as not worth commenting on if the sentiment had not appeared with the authority of no less a personage than the Chancellor of the Exchequer. The Lord Chief Justice's document needs no apologist. Anything bearing the semblance of a captious discontent conceived in a partisan spirit by an arbitrator dissenting in minority from the decisions of a majority, would indeed have been deserving of very strong disapproval. The Lord Chief Justice, on the contrary, distinctly expresses his trust that the Award "will be accepted by the British people with the submission and respect which is due to the decision of a Tribunal by whose award it has freely consented to abide."

Regarded as an elaborate treatise on the "law of the matter"—the international law—Sir A. E. Cockburn's opinion is opportune and extremely valuable, and, not the British nation merely, but the world may confess to standing indebted to the ability, knowledge, and industry which have united to produce so elaborate an investigation. Whether or no the new rules embodied in the Treaty eventually assume a place in the *general* corpus of international law, and although future cases may be distinguishable in essential respects from those which have just been decided, it cannot be doubted that the Geneva Arbitration will, on occasions arising out of future wars, be anxiously scanned and cited for precedent and argument by one side and the other of future contending powers. The so-called vagueness of international law arises from the absence of sanction and of legislative authority. Numerous grand and well-marked rules have grown into being from time to time, whose history can scarcely be traced further than to note that at such and such a period they are found to have been acquiesced in by certain Powers, and so have acquired status as laws for the world: in some cases the enthusiasm of international jurists has led them to propound, as rules of International law, doctrines whose authority existed merely in the conviction of the promulgators that the International law *ought* so to be; and it may probably be that sometimes such principles, being in themselves salutary and equitable, have been ultimately accepted by great Powers, and so have crystallized into rules of International law. In the face of considerations like these, an elaborate investigation like that of the Lord Chief Justice of England becomes, as we just now phrased it, peculiarly valuable and opportune.

In any future controversy of a similar kind the case of the *Alabama* will probably furnish most food for argument, being that on which all the arbitrators, including those of the two Powers at issue in the Arbitration, agree in condemning the defendant Power, although the two latter do not coincide in their "reasons." The other cases will hardly give basis for much. And here, again, the difference between the grounds severally occupied by Sir A. E. Cockburn and Mr. Adams impairs the *Alabama* decision as a judgment explanatory, though the result may hereafter be cited as a precedent. Among the recognised rules of International law is the doctrine that the export of arms and munitions of war by the subjects of a neutral Power to a belligerent Power involves no breach of neutrality on the part of the neutral: and this doctrine extends even to the case of ships of war, despatched *animo commercandi*. The United States appear now to have questioned the inclusion in that rule of ships of war armed or equipped, though not manned. That, no doubt, is a point on which there is not so explicit a *consensus* of authority, but nevertheless, authority sufficient, including that of Judge Story, in the case of the *Santissima Trinidad*; and the Lord Chief Justice very fairly makes the point that that decision has never been overruled, and until now remained unquestioned. But there is no doubt that, by the doctrines of International law as they existed at the date of the Washington Convention, a neutral Power had cast on her a duty of not allowing warships to be despatched from her shores, manned and in fighting order. Such a despatch amounts, it is said, by the very scale of its magnitude, to the despatch of a hostile expedition or "armament." But the rule imported by the Treaty shortens the immunity of the neutral by prescribing that she is bound "to use due diligence to prevent the fitting out, arming or equipping." It is to be surmised from the Lord Chief Justice's judgment, that he would have condemned Great Britain in the *Alabama* case, irrespective of the Treaty rule. It may make no difference that the munitions and the war-crew are shipped at some place beyond the neutral's jurisdiction, the transaction being one pre-arranged affair, except that, as the Lord Chief Justice points out, upon the question of the neutral's diligence the difference may be very material indeed. Perhaps the most serious divergence of opinion between the Lord Chief Justice and Mr. Adams, viewed in the interest of precedent for future controversies of similar origin, is that upon this question of "due diligence." The definition of Mr. Adams (of whom we desire to speak with great respect) seems to us extremely vague. He deduces from a derivation of the word "due" the inference that the degree of duty is to be measured by some tie of obligation to an external party, and not to be judged merely by the will and pleasure of the neutral herself, and then proceeds to enuntiate as follows, the "rule by which the actual performance of the duty is to be estimated":—

"Whatever may be the relative position of nations, the obligation between them rests upon the basis of exact and complete reciprocity. Hence the compact embraced in the words "due diligence" must be fulfilled according to the construction placed upon the terms by each separate nation,

subject to reasonable modifications by the first representations of any other nation with which it is in amity, suffering injury from the consequences of a mistake of negligence or intention. These may very naturally grow out of the great differences in their relative position, which should properly be taken into consideration. In the struggle which took place in America, "due diligence" in regard to the commercial interests of one of the beligerents meant a very different thing from the same words applied to the other. The only safe standard is that which may be reached by considering that a nation would consider its right to demand of another were their relative position precisely reversed. If the due diligence actually exercised by one nation towards another does not prove to be exactly that diligence which would be satisfactory if applied to itself, under parallel circumstances, then the obligation implied by the words has not been properly fulfilled.

The fault may be our own, but we confess that we cannot understand this "definition," so as to extract from it any rule for guidance. But in another part of Mr. Adams' opinion, that relating specially to the *Florida*, he seems, if we rightly comprehend him, to imply that action, to fall within his definition of "due diligence," must be "spontaneous," that is, the neutral Power must not merely confine herself to acting after representations made by the belligerent or exclusively to the matters stated in such allegations. This, however, should be qualified by the consideration that it may well happen that the neutral Government may possess no surer, or even less sure, means of information than those of the aggrieved party. It is noteworthy, too, and the point is noticed by the Lord Chief Justice, that, so far as concerns the putting in operation of enactments which, like our own Foreign Enlistment Act, actually outstep the requirements of International law (apart from the special stipulation of the Washington Convention), the neutral Government may fairly —as the practice is, both of our own Government and that of the United States—leave it to the belligerent to demand to have such enactment put in operation, and require the production of "evidence by which the action of the Executive, when brought to the test of judicial inquiry, can be justified and upheld."

If the Geneva Arbitration supplies, regarded as a precedent-decision, little in the way of authoritative exposition, it is useful in another way; it serves to point very forcibly the inexpediency of saddling neutral Powers, as some have desired, with the entire duty of preventing all exports of contraband by their own subjects. Even so able a writer as the Hon. W. B. Lawrence, the learned editor of Wheaton, in a pamphlet recently issued, recommends such a plan as a simple rule for obviating all difficulties between neutrals and belligerents. Mr. Lawrence's remark was written before the "pleadings" in the Arbitration were made up. Looking at the immense mass of evidence and allegations before the arbitrators and commented on in the opinions of the Lord Chief Justice and Mr. Adams, respecting a score of vessels, one positively shudders at the vision of what would take place if neutrals were under the duty of preventing every export from a second hand rifle upwards. Compliance would be impossible; every instance of non-compliance would be ascribed to deliberate *animus*; and the effect of the rule would be to foster a rancorous feeling on the part of belligerents against neutrals. There are indeed some who seem inclined to burden neutrals so heavily, that if their views could prevail, to remain in peace would soon become too expensive a luxury for any maritime Power. Sir Roundell Palmer once threw out a suggestion well deserving of consideration. Contracts respecting dealings in contraband are perfectly legal, and as such may be administered or even enforced by municipal law (as for instance, in the oft cited case of *Chavasse and Grazebrook* (13 W. R. 626). Why should not the municipal law of every great Power simply *ignore* all contracts of the kind. This would not put an end to contraband dealings, but it would impose a difficulty in their way.

A RUMOUR which had long been gaining strength, is now confirmed, and it is definitely announced that Lord Hatherley, whose eyesight had been rapidly failing of late, will shortly retire from office, to be succeeded by Sir Roundell Palmer. If Lord Hatherley, as a Chancellor, has not satisfied the very sanguine expectations with which his accession to the woolsack was received a little less than four years ago, he carries with him in his retirement the kind wishes of the profession, due to the spotless character of a Christian gentleman which he has ever maintained.

Few accessions of a Chancellor to office have aroused higher expectations than that of Sir Roundell Palmer. It is felt, indeed, that the prospects of reform in law and procedure have never looked so bright as now. The superintendence of Sir Roundell Palmer will be a guarantee that nothing ill-considered shall be pressed in by the indiscretion of the over-zealous.

MY DUTY TOWARDS MY NEIGHBOUR.

The maxim *sic utere tuo ut alienum non lædas* not only is an epigrammatic statement of a valuable legal principle, but appeals also to every man's common sense. But perhaps for that very reason is it that we are apt to forget, that like other maxims it is one-sided, and to overlook the concise view of the law which is equally true, that *qui jure suo utitur neminem lædit.* The attempt has often been made to push the former maxim to its full logical consequences, until one might almost fancy that "insurance by reason of vicinage" was a term known to the common law.

The well-known case of *Rylands* v. *Fletcher*, L. R. 3 E. & I. App. 330, 17 W. R. H. L. Dig. 17, seems to have given an impulse to this view. Possibly the somewhat picturesque character of the judgment in which the storing up of water was compared to the caging of a wild beast, has helped to fix it in the memory, whilst the general character of the principle enunciated has made it a useful case for general citation. But the result has been that a learned judge complained during an argument last term that if ever counsel were at a loss for an authority they were sure to cite *Rylands* v. *Fletcher*. In that case it will be remembered it was decided by the House of Lords that the defendant was liable to the plaintiff for injuries caused by the flooding of the mines of the plaintiff which were adjacent to the defendant's land, such flooding having been occasioned by the bursting of a reservoir constructed for the defendant on his land by competent persons and without any personal default or negligence on his part. It was held that the case came within the rule of law that "the person who for his own purposes brings on his land, and collects and keeps there, anything likely to do mischief if it escapes, must keep it in *at his peril*," though "he can excuse himself by showing that the escape was owing to the plaintiff's default, or perhaps that the escape was the consequence of *vis major* or the act of God. The duty was decided to be absolute, and not merely as the majority of the Court of Exchequer had held, a duty to take all reasonable and prudent precautions; the defendant was therefore liable without proof of negligence on his part. So far the case is a strong illustration of the first of the above maxims. But in the judgments in the House of Lords attention was called to an important limitation of the rule.

In the case of *Smith* v. *Kenrick* (9 C. B. 515) it had been held that where the defendant, the owner of a higher mine, worked out the whole of his coal, leaving no barrier between his mine and the lower mine, so that the water percolating through the upper mine flowed into the lower mine, the owner of the latter had no ground of complaint. The water, it should be observed in that case, was only left by the defendant to flow *in its natural course*; but in the later case of *Baird* v. *Williamson* (12 W. R. 150, 15 C. B. N. S. 376) the owner of the upper mine did not merely suffer the

water to flow through his mine without leaving a barrier, but pumped up quantities of water which passed into the plaintiff's mine in addition to that which would have naturally reached it. For damage caused thereby the defendant was held to be liable. Both of these cases were cited with approval in the judgments of Lord Cairns and Lord Cranworth in *Rylands* v. *Fletcher*; and the distinction was stated by the former to be between a natural and a non-natural user of the defendant's close; and it was held that as the storing of water was a non-natural use, the defendant was liable for damage thereby caused. The question then becomes of importance, What is a *natural* use of a man's land? Agriculture is certainly one of the most primitive, and one would say the most natural, modes of using land. But supposing the ordinary mode of cultivating the soil in a district had the effect of accumulating large quantities of water, as in the case of water meadows or rice fields, does the owner become liable to his neighbour as an insurer against the overflow? This very ground was indeed taken in a decision in India a short time ago, where an action had been brought by one of the railway companies for damages caused by the bursting of a "tank" or large reservoir of water. The Court there held that different rules must be applied to the storage of water in India and in England; that in the former country it was absolutely necessary for the purposes of agriculture, and therefore that to use land for that purpose could not be looked upon as "non-natural user" so as to make the owner liable. Without giving any opinion as to the correctness of that decision, we may say that it illustrates a difficulty in applying the rule laid down by the House of Lords in *Rylands* v. *Fletcher*. There is certainly a distinction between the acts of removing a barrier, by reason of which water overflows, and of artificially bringing to a spot water which overflows. But the fineness to which the distinction may go is well exemplified in the recent case of *Smith* v. *Fletcher* (20 W. R. 987, L. R. 7 Ex. 305). There the "leaky hollow" in the defendant's land which caused the mischief was not made by the defendant as a reservoir, nor in any sense was it made for its own sake. The hollow and the fissures in it, through which the water leaked, were the result merely of the ordinary operation of quarrying and mining. Nevertheless the defendant was held liable. In the judgment the decision in *Smith* v. *Kenrick* is expressly cited with approval. But it would certainly seem that the reasoning in the late case is, if not inconsistent with *Smith* v. *Kenrick*, at least a step in advance of *Rylands* v. *Fletcher*.

In the judgments in *Dunn* v. *Birmingham Canal Company* (20 W. R. 673, L. R. 7 Q. B. 244) an important distinction is drawn between the liability of a private person merely "using his own" and a company exercising statutory powers. And this distinction influenced the majority of the Court in coming to the conclusion that the case was not governed by *Rylands* v. *Fletcher*, and that the defendants were not liable for injuries caused by the flow of water from their canal into the plaintiff's subjacent mine. Of more general interest, perhaps, are the recent cases in which it has been attempted to apply the principle in the last-mentioned case to damage caused by the overflow of pipes to adjacent occupiers of the same building. Indeed, in the present day, when our houses are intersected in all directions by an elaborate system of pipes for water, gas, and drainage, it is of the utmost importance for occupiers of houses to know to what extent they are considered in law to insure their neighbours against any defects in the pipes. Two decisions have of late been reported on this point, in both of which the defendant, in the absence of negligence, has been held not to be liable. But whilst the leaning of the Courts is evidently against any such liability, the reasoning on which the judgments proceeded is not quite clearly defined. In the first case, *Carstairs* v. *Taylor* (19 W. R. 723, L. R. 6 Ex. 217), the plaintiff hired of the defendant the lower floor of a warehouse, the upper floor being occupied by the defendant himself. The water passed from the roof by a pipe into a box, which projected partly into the building. In this box a rat gnawed a hole, and the water pouring into the upper floor, and thence on to the defendant's premises below, caused damage. The Court of Exchequer held that in the absence of negligence the defendant was not liable. But whilst the judgment of Kelly, C.B., excuses the defendant on the ground that the peccant rat would come under the exception of *vis major*, Bramwell, B., expressly holds that the case would be governed by *Rylands* v. *Fletcher*, were it not that the collection of the water from the roof was for the joint benefit of the plaintiff as well as of the defendant, and Martin, B., affirms that the decision in *Rylands* v. *Fletcher* has no bearing on this case. The point came under the consideration of the Court of Queen's Bench last term in a case of *Ross* v. *Fidden*. There the Court affirmed the decision of a county court judge, that in the absence of negligence the defendant who occupied an upper floor was not liable for damage caused by the overflow of water from the pan of a water-closet reserved exclusively for the use of the defendant who occupied the floor above. The reasons for the judgment are not given. It has been, however, suggested that the rule as to the natural or non-natural user of land has no application to the use of an artificial structure, such as a house, as to which it cannot be said that one way of using it is more natural than another, and that when a person comes to occupy a house he subjects himself to the liabilities incident to the structure. Another curious instance in which it was attempted to apply the rule of *Rylands* v. *Fletcher* is the case of *Wilson* v. *Newbery* (20 W. R. 111, L. R. 7 Q. B. 31). There the clippings of the defendant's yew trees fell on to the plaintiff's land and were eaten by his cattle, who were poisoned thereby. But by the demurrer it was admitted that the clipping was not by or on behalf of the plaintiff, and that he had nothing to do with the escape of the boughs. It was urged, however, that the defendant was bound to keep in his boughs at his peril, and that if they escaped and injured his neighbour he was liable, as though he kept a dangerous animal. The Court decided that no duty was cast upon the defendant so as to make him liable, and that there was no analogy between the case and that of *Rylands* v. *Fletcher*. *Primâ facie*, there is a certain resemblance between the two cases. If, to use the words of Blackburn, J., "the person whose grass or corn is eaten down by the escaping cattle of his neighbour," has a remedy against the neighbour, it does not at first sight seem so violent an inference to draw that he should equally have a remedy if his cattle are poisoned by the escaping boughs of his neighbour. The fallacy seems to us to lie in the use in the latter case of the word "escaping." The case of *Wilson* v. *Newbery* was argued on demurrer, and it was consistent with the declaration that the boughs were clipped by a stranger or wrongdoer. It may be that the exception of *vis major* would, therefore, be applicable, or to put the distinction in a less vague form, the acts of a stranger or wrong-doer are not, if we may recur to an insurance term, perils insured against by an owner of property; and all for which the owner is liable is for damage caused by the inherent nature of his property, such as the overflow of water or drainage, and not for that which is caused by the stranger or wrong-doer applying a foreign force to the property so as to make it *causa sine quâ non* instead of being the *causa proxima* of the mischief. This seems to be the distinction between the two cases.

By statute 14 Geo. 3, c. 78, s. 86, a person is not liable for damage caused by the spread of an "accidental" fire originating in his premises; but numerous cases there are in which a man may lawfully do what seems to violate the maxim *sic utere*, &c. He may build a wall so as to obstruct his neighbour's lights

unless the neighbour has obtained a right to them by grant or user. He may build a mill adjoining his neighbour's mill, and divert his custom. He may use his own name—a valuable property in the language of laymen, whatever it may be in that of lawyers. In the well-known words of Lord Justice Knight Bruce, "All the Queen's subjects have a right to sell pickles, and not the less that their fathers have done so before them. All the Queen's subjects have a right to sell these articles in their own names, and not the less so that they bear the same name as their fathers" (*Burgess* v. *Burgess*, 3 De G. M. & G. 896); and yet Burgess the father may lose materially through the sale of "Burgess's essence of anchovies" by Burgess the son.

It is indeed not easy to define exactly as to what is a lawful use by a man of his own property and what is a use injurious to his neighbour. But a word of warning may not be out of place against the danger of being carried away by seeming analogies or deceived by the terseness of a general maxim.

SOME RECENT DECISIONS UNDER 13 ELIZ. c. 5.

Where creditors seek to set aside a voluntary gift under the above-named statute, it is for the Court to consider whether it was the intention of the giver to defeat, hinder, or delay his creditors, or whether the necessary effect of the gift was to defraud his creditors; and in either case the gift will be set aside as void against the creditors of the giver: *Freeman* v. *Pope*, 18 W. R. 906, L. R. 5 Ch. 538. If the creditor who complains of being defeated by the gift was a creditor at the date of the gift, then, according to Lord Westbury, in *Spirett* v. *Willows*, 13 W. R. 329, 3 De G. J. & S. 293, the fact that he is defeated by the gift is ground enough for setting the gift aside; no matter whether or no the settlor was solvent after making the settlement. It was held in *Jenkyn* v. *Vaughan*, 4 W. R. 214, 3 Dr. 419, that if the creditor be a subsequent creditor, the question will be whether, having regard to the state of the property, and the amount of his liabilities, the effect of the gift might probably be to delay or defeat creditors; and if the Court is satisfied of that, the gift is within the meaning of the statute. But in *Freeman* v. *Pope* the abstract propositions laid down in *Spirett* v. *Willows* are commented on as too wide. They are certainly shaken by that decision, and *Kent* v. *Riley* (*infra*) seems also to the contrary.

In *Cornish* v. *Clark*, 20 W. R. 897, the creditor was such at the time of the gift. The Master of the Rolls there laid down the rule that the acts of a giver of property, by which his creditors are delayed, hindered, or defrauded of their just rights, are equally obnoxious to the statute, whether they proceed from himself, or are instigated by others. This proposition has not been so broadly laid down before. It seems, however, correct enough on principle. The statute of 13 Eliz. c. 5, proceeds on the principle that persons must be just before they are generous, and that debts must be paid before gifts can be made. If a man gives away his property before he has paid his debts, what difference can it make, as between himself and his creditors, whether he parted with it of his own accord, or gave it away at the instigation of some one who possessed influence over him? The effect is the same in the latter case as if he had been a free agent—his creditors are delayed, and the same result follows, namely, the setting aside of the transaction. As the Master of the Rolls further observed, it is of no moment whether the parting with the property is by voluntary settlement or by gift, whether it is in anticipation of death or of bankruptcy, whether it is by the free will of the donor, or whether it is at the instance of the donees. These considerations would be of moment if the question were solely one of intention, but they cease to be so when the effect is considered as evidencing the intention. It was stated *arguendo* in *Cornish* v. *Clark* that there was no reported case where a mere pecuniary present had been treated as being within the statute. The statute, however, speaks of "feigned, covinous, and fraudulent feoffments, *gifts*, grants, alienations, conveyances, bonds, suits, judgments and executions, and there seems to be no reason or principle why pecuniary presents should not be treated as being within the statute, where they can be followed. At any rate they were so treated in *Cornish* v. *Clark*.

The scope and object of the transaction in *Cornish* v. *Clark* was a fair and equal distribution of an old man's property between his children in his lifetime. The only defect in it was, that it did not provide for his creditors. The fact that the recipients of his bounty did not know that he retained no means of paying his debts proved unimportant; for the Court, in the language of Lord Nottingham, looks to the motive of the giver, not to the knowledge of the receiver: *Partridge* v. *Gopp*, Ambler, 596. It would seem almost, and, but for *Kent* v. *Riley* (*post*), quite impracticable, for a man to settle his affairs in such a manner as to exclude the claims of creditors at the time. If the transaction in *Cornish* v. *Clark* had stopped at a certain gift of threshing machines, it might have stood, for the old man retained ample property for the payment of his existing debts. This would have negatived the fraudulent intention (*Skarf* v. *Soulby*, 1 Mac. & G. 364), for the sons would have been able to prove, in the words of the Bankruptcy Act, 1869, s. 91, that their father was, at the time of making the settlement, able to pay all his debts without the aid of the property comprised in such settlement. The case would then have been stronger than *Copes* v. *Middleton*, 2 Madd. 410, where a purchase for value (the adequacy of which was disputed) by a nephew from his uncle, who, unknown to the nephew, was insolvent, and died shortly afterwards, was held not to be impeachable by the creditors of the uncle. The Master of the Rolls, however, treated the various gifts as forming part of one connected plan for the distribution of the old man's estate. That view of the case rendered the circumstance that there was a scintilla of consideration for the gifts unimportant. A gift that, standing alone, is void as against creditors may be supported on the ground that it forms part of a larger transaction which is good enough; *Hannan* v. *Richards*, 10 Ha. 81. In *Cornish* v. *Clark* we have an instance of the converse. Those who undertake to impeach for *mala fides* a deed which has been executed for valuable consideration have a task of great difficulty to discharge (per Vice-Chancellor Wood, in *Hannan* v. *Richards*, *sup.*), and a small and inadequate consideration may be sufficient to support a gift as against creditors as well as against a subsequent purchaser for value under 27 Eliz. c. 4: *Bayspoole* v. *Collins*, 19 W. R. 363, L. R. 6 Ch. 228. But in *Cornish* v. *Clark* the consideration of the annuities was regarded as a mere sham, for the annuities were not paid, and the sons would no doubt have supported their father without a contract to do so. *Cornish* v. *Clark* may be expected to become a leading case among the authorities on voluntary alienation in the face of existing debts.

The second of these decisions (*Kent* v. *Riley*, 20 W. R. 852) was altogether a peculiar one. The object of the settlor in *Kent* v. *Riley* was not to defeat or delay his creditors, but to pay them in full, and to make a settlement of the residue of his property for the benefit of his wife and children. Accordingly, he conveyed a house, which was all his property, to trustees upon trust to sell, and by a deed of even sale the trustees were directed, out of the proceeds of the sale, to pay the expenses of sale and divers incumbrances on the property; in the next place, to pay £400 to the settlor himself, and to invest the residue upon trust for his family. The £400 was raised and paid to the settlor, and it was understood that it represented the amount of his unsecured

debts, and was to be applied in payment of them. However, the settlor did not pay these debts; and he was adjudicated bankrupt a year afterwards, and his assignee filed the bill to have it declared that the transaction was within the meaning of the statute. The Master of the Rolls upheld the settlement, on the ground that it was executed in good faith with the object of paying the creditors in full, and settling only what remained after payment of the existing debts. The case is noticeable as a strong one, since the settlor did not fulfil that object, for he left some debts unpaid. Was not, then, the effect of the settlement to "defeat, hinder, or delay" the claims of the assignee in respect of those debts? As against subsequent creditors, the transaction might have been good enough, but there were creditors who were such at the date of the settlement; and, on the principle in *Spirett* v. *Willows*, it would have been enough for such to show that they had been delayed by the settlement. There was evidence of an intention to pay creditors, but was not that intention falsified by subsequent events? and ought not a settlor, who in the result does defeat his creditors, be taken to have intended the consequence of what he has done, according to the principle recognised in *Ex parte Foxley*, 16 W. R. 831, L. R. 3 Ch. 515, and that class of cases? *Mackay* v. *Douglas*, 20 W. R. 652, was the common case of a voluntary settlement on entering into business. Vice-Chancellor Malins laid down the broad proposition that a man on the eve of entering into trade cannot create a voluntary settlement of the bulk of his property which shall stand good as against creditors in the event of his becoming insolvent shortly afterwards. The decision is a good illustration of the rule that the Court infers the intention from the effect. It is not necessary to prove actual insolvency at the date of the transaction in these cases, but if insolvency takes place shortly after the execution of the settlement that is enough, unless there has been some unexpected loss, or something which could not have been reasonably reckoned upon when the settlement was executed: *Crossley* v. *Elworthy*, 19 W. R. 842, L. R. 12 Eq. 158. In the leading case on this point (*Townsend* v. *Westacott*, 2 Beav. 340) there was no positive proof of insolvency at the date of the settlement, but the settlor became insolvent three years afterwards, and Lord Langdale, M.R., was of opinion that the settlement ought to be set aside as fraudulent. So in *Ware* v. *Gardner*, 17 W. R. 439, L. R. 7 Eq. 317, a trader, by a post-nuptial settlement, settled all his property of every kind, both present and future, on his wife and family, reserving the control of his stock-in-trade (he was a builder) to himself. Five years later he became bankrupt, and Vice-Chancellor James set aside the settlement as against creditors without hesitation, although it did not appear that the settlor was indebted at the time of its execution to any unsecured creditor. According to the Vice-Chancellor in *Mackay* v. *Douglas* a person making a voluntary settlement in contemplation of entering into business is in the same position as a trader making a voluntary settlement after he has entered into business. If he becomes bankrupt it will be presumed that he contemplated bankruptcy; for what other motive can he have had to make a voluntary settlement except just that which the statute says he shall not be at liberty to do, namely, put his property beyond the reach of his creditors.

LEGISLATION OF THE YEAR.

CAP. XLIX.—*An Act to provide for the free use of seats in churches.*

Under the old common law the church, as Coke says (12 Rep. 105), is common to all the inhabitants of the parish; and, saving always cases of "faculty" or prescription by custom, it is for the churchwardens as officers of the ordinary, to order the sittings in the church in the manner which appears to them best calculated to secure the seemly performance of worship, without contention. In proprietary chapels, on the other hand, under the Church Building Acts (58 Geo. 3, c. 59, and 59 Geo. 3, c. 134), amended by 6 & 7 Vict. c. 37 (better known as Peel's Act), sittings may be actually let out to rent, and an endowment income so created, provided certain formalities of registration are complied with in due time at the founding of the church. Under the Church Building Acts a proportion of not less than one-fifth of the sittings in each church built is to be set aside as "free seats." The legal estate in new churches is, under the enactments, to be vested in the Church Building Commissioners, of whom the Ecclesiastical Commissioners are the successors. It is now desired in many parts of the country to build churches with conditions attached to them for the whole or a large portion of the sittings being "free seats" for ever. And it has been considered that the Ecclesiastical Commissioners were precluded from accepting sites fettered by such conditions. The Church Building Acts, we may notice, like many other families of Acts, are rather entangled. The present statute, which is very short, enacts, in remedy of the supposed defect, that the Ecclesiastical Commissioners may accept grants of church sites under conditions stipulating that the whole or any portion of the seats shall never be let for money. Provided always that in every case in which the condition stipulates that none of the seats are to be let, a stipend of £100 a-year must be secured for the incumbent to the satisfaction of the Commissioners, or where a part only of the sittings is to remain "free," such stipend as the Commissioners may seem proper.

Such is the "Church Seats Act, 1872." The bill, which was originally introduced in the House of Lords, was curtailed in committee of the Commons, of a provision empowering the bishop in his future discretion to frame a scale of pew-rents for not more than half the seats, the Ecclesiastical Commissioners and the incumbent and churchwardens concurring. The Commons also expunged another section, which would have enacted that in all churches where seats are let for money or otherwise appropriated, it should be lawful for the churchwardens, on the proper owners failing to put in their appearance at the proper time, to show other persons into such seats. This clause, however, was after a considerable debate expunged in consequence of hon. members being wholly unable to agree as to any demarcation or definition of what might reasonably be considered as being "late for church."

CAP. L.—*An Act to protect railway rolling stock from distraint when on hire.*

No rule of our law has worked greater hardship than that which exposes the goods of a stranger to distress by the landlord of the premises upon which they may happen to be found, for rent due by the tenant of the premises.

The rule itself dates from the period when, on the one hand, the interest of the landowner was mainly regarded both in Parliament and in courts of justice, and the interests of those guilty of not being landowners were held of secondary importance; and when, on the other hand, the chance of a stranger's goods being found upon the premises demised was comparatively small. Be this as it may, however, of the general rule there has never been any doubt. But, even from the earliest times, it has been perceived that the rule, if rigidly carried out, would work intolerable hardship; and, accordingly, an exception was always admitted whereby goods left with the tenant to be manufactured, or otherwise dealt with in the way of his trade, publicly carried on, were exempt from distress. And this reasonable exception has been practically extended until it seems to be now settled law that (subject to some exceptions which seem arbitrary) wherever a man carries on publicly a trade which consists in receiving the goods of others as bailee for any purpose, whether for manufacture as a tailor, or for carriage as a carrier, or for more safe custody as a wharfinger or pawnbroker, the goods so in his hands are exempt from

distress (see *Swire* v. *Leach*, 18 C. B. N. S. 479; 13 W. R. 385). But this doctrine, however, literally construed, leaves many cases of hardship untouched. It often happens that, though it is no part of a man's trade to take charge of other people's goods, yet his trade can hardly be carried on in the most convenient and profitable way without other people's goods being from time to time on his premises, and under such circumstances that no landlord can possibly be misled by their presence. Such was the case of the purchaser's boat, sent in the ordinary course of business to fetch salt from a salt work, and distrained while there: *Muspratt* v. *Gregory*, 1 M. & W. 633. And such is the case of railway rolling stock let on hire or otherwise entrusted to colliery or mineowners, and seized on the works. This last case is the one dealt with in the present Act. It enacts (s. 3) that "rolling stock being in a work (which includes 'any colliery, quarry, mine, manufactory, warehouse, wharf, pier, or jetty, in or on which is any railway siding'), shall not be liable to distress for rent payable by a tenant of the work, if such rolling stock is not the actual property of such tenant, and has upon it a distinguishing metal plate affixed to a conspicuous part thereof, or a distinguishing brand or other mark conspicuously impressed or made thereon, sufficiently indicating the actual owner thereof." If such rolling stock is wrongfully taken, it may be recovered back (s. 4) by summary proceedings before magistrates. The Act, however (s. 5), introduces a novelty into the law of distress, by not exempting such rolling stock from distress absolutely, but somewhat after the analogy of an execution, leaving the tenant's limited interest (if any) distrainable.*

We welcome this Act, not as useful in itself, but as a further step towards the abolition of a landlord's right to distrain the goods of strangers under any circumstances.

CAP. LI.—*An Act for amending the law relating to the salaries of judges.*

The object of this Act is simple and reasonable. Hitherto, in the case of some judicial offices, the salary of the person appointed to the office has commenced from the date of appointment. In the case of other similar offices it has commenced by a kind of relation from the time when the office fell vacant. It was obviously desirable that there should be an uniformity of rule upon this point, and this Act has introduced it. It has, moreover, adopted that rule as the one to be uniformly observed, which seems to us the more reasonable one—namely, that every judge's salary shall commence from the date of his appointment.

CAP. LII.—*An Act to regulate the summoning of grand juries in Middlesex.*

This Act will only have the effect of relieving a number of gentlemen of Middlesex from wasting their time upon an empty ceremony every term. It is well known that indictments in the Queen's Bench come before the grand jury of Middlesex, to whom it is the duty of the senior puisne judge of the Queen's Bench to deliver the charge. Indictments in the Queen's Bench have become almost entirely obsolete; yet hitherto the grand jury of Middlesex has been summoned, and the grand jurors have had to attend, just as if there were a great deal to be done. By the present Act the grand jury neednot be summoned unless it is wanted.

The Hon. G. E. Lascelles, registrar of deeds and wills in the West Riding of Yorkshire, has appointed Mr. Pickard to be deputy-registrar, in succession to Mr. J. E. Dibb, barrister-at-law, deceased. Mr. Pickard served in Mr. Dibb's office nearly thirty years, and was chief clerk for nearly half that period.

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* See, for the conveyancing practice as to bills of sale of railway wagons, *ante* p. 302.

RECENT DECISIONS.

EQUITY.

TRUST FOR SALE—SECURITY FOR LOAN—STATUTE OF LIMITATIONS (3 & 4 WILL. 4, c. 27), ss. 25, 28.

Locking v. *Parker*, M.R., 20 W. R. 737.

The great rise in the exchangeable value of real estate during the last forty years renders the question raised in *Locking* v. *Parker* a most important one. The decision is under appeal, so that we shall confine ourselves to stating the question raised. In the case of an ordinary mortgagee, as everyone knows, twenty years' possession of the mortgagee is a bar to the mortgagor, unless in cases of disability; but if the mortgage be taken in the form of a trust for sale by way of security, a form not uncommonly employed, as we believe, forty or fifty years ago, such trust, according to *Locking* v. *Parker*, is the "express trust" within the 25th section of the Act, to which no time is a bar, so long as the trust for sale remains unexercised. If the decision in *Locking* v. *Parker* be right (as to which we offer no opinion), a person who has conveyed land to another upon trust for sale by way of security for money lent, as in *Locking* v. *Parker*, may file his bill against the trustee to execute the trusts of the deed, and take the accounts after forty or fifty or any number of years' possession by the trustee; and time only runs against the mortgagor in respect of such portions of the land, if any, as have been sold under the trust.

COMMON LAW.

CASE REMITTED TO COUNTY COURT.

Doyle v. *Hanks*, C.C.R. (Ir.), 20 W. R. 337.

It was here decided that in a case of tort, remitted to a Civil Bill Court under section 6 of 33 & 34 Vict. c. 109, damages could not be given beyond the sum of £40, which is the limit fixed by 14 & 15 Vict. c. 57, s. 35, to the jurisdiction of the Civil Bill Courts. We notice the case for the purpose of pointing out the distinction between the Irish section in question and 30 & 31 Vict. c. 142, s. 10, with which it corresponds. The Irish Act, by section 5, provides for the remitting of actions of contract brought for claims not exceeding £40, the civil bill limit, and corresponds with section 7 of the English Act. Then section 6 provides for remitting actions of tort, and corresponds to section 10 of the English Act; but whereas the English Act provides that the county courts shall have "the same powers and jurisdiction with respect to the case as if both parties had agreed, by a memorandum signed by them, that the said county court should have power to try the said action," and by 19 & 20 Vict. c. 108, s. 23, the parties may by a signed memorandum give the Court jurisdiction to any amount; the Irish Act contains no such provision, nor does 16 & 17 Vict. c. 57 contain any enactment corresponding to 19 & 20 Vict. c. 108, s. 23. This case cannot, therefore, be taken as affording any guide in similar cases arising here. The result of this state of the law under the Irish Act is absurd; a cause may be remitted against the plaintiff's will, and the jury may give (as in the present case) damages exceeding £40, but the judge cannot receive their verdict.

CAB—BAILMENT FOR HIRE—MASTER AND SERVANT.

Fowler v. *Lock*, C.P., 20 W. R. 672; L. R. 7 C. P. 272.

In this case a cab-driver sued the owner for injuries caused through his providing the plaintiff with a runaway horse, and of the first point in the case we need only say that the Court (Byles and Grove, JJ., Willes, J., dissenting) held that the driver of a cab, paying so much a day to the owner, was a bailee of the cab, and treated the case of *Powles* v. *Hider*, 4 W. R. 493, 6 E. & B. 607, as applicable only between the owner and third persons. Secondly, the majority of the Court held that there was an implied

warranty that the thing bailed should be reasonably fit for the purpose. Since, however (though actual knowledge of the vicious propensities of the horse supplied was negatived) there was such a plain absence of any care or diligence on the part of the defendant to see that the horse was fit, that Byles and Grove, JJ., thought themselves justified in holding him liable on the mere ground of personal negligence, the present case cannot be relied on to prove that in such a bailment there is any absolute warranty of fitness. On this point Willes, J., declined to offer an opinion, and we shall do wisely in following his example.

CARRIERS OF ANIMALS.

Great Western Railway Company v. *Blower*, C.P., 20 W. R. 776; *Kendall* v. *London and South Western Railway Company*, Ex., 20 W. R. 886.

These cases put a very reasonable limitation on the liability of carriers of live stock. It had been already held in America that carriers of animals are not liable for injuries caused to them by anything "incident to the carriage of animals on a railroad car, and which the defendants could not by the exercise of diligence and care have prevented," (*Clarke* v. *Rochester and Syracuse Railway Company*, 4 Kernan, 570 [1866]; *Smith* v. *Newhaven Railway Company*, 12 *Allen*, 533 [1866]), and are not liable for consequences of the "nature and properties of the animals," for their "viciousness and unruliness." Similarly in *Great Western Railway Company* v. *Blower*, it has been laid down by Willes, J., that "a railway company who carry live animals are liable as common carriers, but that in addition to the other exemptions, they enjoy this exemption from liability for anything which happens to an animal by reason of its proper vice;" and the same rule was applied in *Kendall* v. *London and South Western Railway Company*, under more doubtful circumstances. In the latter case, Bramwell, B., by his observations, extends the rule to other cases than those of live stock, giving as an instance the perishing of soft fruit through its own pressure. The reason of the rule plainly covers such a case, as it would many similar ones, such as the ignition of combustibles from internal causes, the fermentation of liquors, or the putrification of meat. In all these cases, unless there has been some mismanagement, carelessness, or delay, or at least some external cause of an unusual kind giving an impulse to the operation of the inherent mischievous quality, it would be most unreasonable to hold the carrier liable. The reason of the ordinary rule makes him answerable for an abstraction of the article, and for the consequences of any delay, or any external accident (except the act of God and the Queen's enemies); for all these are things which not only happen, but take their origin after the delivery to him of the article, and which may therefore be provided against. But the reason of the rule cannot extend to injuries which happen from the inherent qualities of the thing, which originated in the thing before it was ever in his custody.

There still remains the difficulty of the onus of proof; and if the probabilities were exactly even, the common rule would perhaps require that the decision should be against the carrier. But this is a difficulty more imaginary than real; at least no greater than in any other case.

It will not of course be lost sight of, that the care of the carrier must be proportioned to the character of the thing. If he aggravates the inevitable risk, he will be answerable for the consequences.

DOMICILE—EVIDENCE OF INTENTION.

Wilson v. *Wilson*, Div., 20 W. R. 891.

Questions of domicil are usually investigated after the death of the person whose domicil is in question. The present case is singular, as furnishing an instance of a man's own evidence being admitted as to his intention in doing certain acts, the effect of which upon his domicil was the question at issue. The question was whether the plaintiff had an English domicil so as to be able to maintain a suit for divorce in these courts, and Lord Penzance, taking into account the plaintiff's own evidence, held that he had. It is obvious that such evidence is open to much suspicion, and must be very cautiously received. It is, it seems from the judgment, excluded in the Scotch Courts: whether on the ground that a man cannot give evidence of his state of mind at a past time, or on what ground, does not appear. We can see no objection to its admission on principle, though it is evidence of a kind that needs to be carefully watched, and its weight must not be over estimated.

SHIPPING—MASTER'S LIEN FOR WAGES.

The Jenny Lind, Adm., 20 W. R. 895.

In the *Feronia*, L. R. 2 Adm. 65, 16 W. R. 585, it was decided that the master's statutory lien for his wages was not affected, as against a mortgagee of the vessel, by the fact that the master was a part owner. There however the mortgage was not of the master's interest, but only of the shares belonging to other persons; and upon that very sound distinction it was in the present case held that the master could not insist upon his lien in priority to his own mortgagee.

BANKRUPTCY.

FILING RESOLUTION—STAMP DUTY.

Ex parte Davis, Re Davis, C.J.B., 20 W. R. 622; L.JJ. 20 W. R. 791.

The short result of this case is simply this, that the registrar of a bankruptcy court cannot deal with an extraordinary resolution of creditors, under section 126 of the Bankruptcy Act, 1869, in any way whatever—he can neither file it nor register it—unless it bears the proper stamp.

MEMBER OF PARLIAMENT—LIQUIDATION BY ARRANGEMENT.

Ex parte Palley, Re Russell, L.JJ. 735.

An attempt was made in the case to extend in a very remarkable way the effect of Part 5, sections 120, 121, of the Bankruptcy Act. By those sections a member of the House of Commons who becomes bankrupt is disqualified for one year for sitting and voting unless he sooner gets his bankruptcy annulled or pays his debts. At the end of the year, if these conditions are not complied with, the Court is to certify the fact to the Speaker. The seat thereupon becomes vacant, and a new writ is to issue. It was sought in the case under review, to extend these provisions to the case of liquidation by arrangement, on the ground that, by section 125, sub-section 7, "all the provisions of this Act shall, so far as the same are applicable, apply to the case of a liquidation by arrangement." The Lords Justices had no difficulty in deciding that such an extension was inadmissible. It is further clearly pointed by them that the duty of certifying, if it exist at all, is one which the Court owes simply to the House of Commons, in which no creditor has any interest, and as to which therefore no creditor is entitled to be heard.

We have no doubt that the Lords Justices are right upon both points. But the result is in one respect very singular. The law is totally different in the case of a peer and in that of a commoner. By section 2 of the Bankruptcy Disqualifiation Act, 1871, "every peer who becomes bankrupt shall be disqualified from sitting and voting." By section 3 bankruptcy is expressly made to include liquidation. By section 7 when a peer becomes bankrupt "within the meaning of this Act" the Court is to certify this fact to the Speaker of the House of Lords.

Courts of Bankruptcy should, therefore, bear in mind that, though they need not certify the liquidation of a member of the House of Commons, they must that of a

member of the House of Lords. Lawyers should bear in mind that, though they may safely advise a member of the House of Commons to liquidate, they must not advise a peer to do so. The result is perhaps not edifying; but such seems to be the law.

BANKRUPTCY ACT, 1869, s. 87—SEIZURE AND SALE—DEBT OVER FIFTY POUNDS.

Ex parte Liverpool Loan Company, Re Bullen, C.J.B., 20 W. R. 768.

In this case Bacon, C.J., decided a point of considerable practical importance, because it is sure to be of pretty frequent occurence; a point which it was very desirable to have settled, and comparatively unimportant which way it was settled. Section 87 of the Bankruptcy Act directs that where "the goods of any trader *have been taken in execution in respect of a judgment for a sum exceeding fifty pounds* and sold," the sheriff is to retain the proceeds for a period of fourteen days, and upon notice of a bankruptcy petition within that time is to hold them for the trustee. The question in this case was in estimating the £50. Are you to reckon the costs of execution? Bacon, C.J., ruled that you are. And therefore, where a writ was issued upon a judgment against a trader in respect of which £48 19*s.* remained due for debt and costs, and the sheriff sold to pay the amount, and also £1 12*s.* the costs of the levy, he held that section 87 applied.

We presume that a similar interpretations will be put upon section 6, sub-section 5, which makes such a seizure and sale an act of bankruptcy.

COURTS.

LORD MAYOR'S COURT.

(Before Sir THOMAS CHAMBERS, Q.C., Common Serjeant.)

Oct. 2.—*Powell* v. *Sims.*

Evidence—Composition deed—24 & 25 Vict. c. 134, *s.* 192.

The certificate of registration endorsed on a deed of composition under the Bankruptcy Act, 1861, *stating the time and place of registration, and that it was duly registered pursuant to the Act, is* primâ facie *evidence that all the necessities of the statute were complied with, and it is not requisite to prove the truth of the affidavit.*

This was a claim for clothes supplied to the defendant by the plaintiff, a tailor. There was a plea of a deed of composition under the Bankruptcy Act, 1861, dated subsequently to the time of the plaintiff's claim.

Kemp, for the plaintiff.

Salter, for the defendant.

Salter opened the case (the *onus* being upon him to prove the deed) by calling the witness to the deed of composition, and having proved the signature and produced the certificate of registration endorsed upon the deed, he submitted that the document was evidence.

Kemp, contra.—This deed, *per se*, proves nothing. There must be evidence that the requisite majority of creditors assented to it; and, also, the laws of evidence require that the truth of the affidavit must be deposed to in this court. The deponents appearing before the Registrar are not present for the purposes of cross-examination. The deed having been used in another court, is simply *res inter alios acta*, and cannot in any way affect this proceeding. There is no certificate of an extraordinary resolution within section 127 of the Act of 1869, and it is upon the plaintiff to show that all the requirements of the statute have been complied with.

Salter argued that the effect of the indorsement upon the deed was to show that the Registrar had been satisfied that all the requirements of the Act had been fulfilled, and that it was totally unnecessary for the defendant, therefore, to prove the truth of the affidavit, which had been examined and approved by the proper officer. He submitted that the signature having been duly proved, the deed was evidence. He cited *Waddington* v. *Roberts*, 16 W. R. 1040, and read the following passage from the judgment of Blackburn, J.:—"Now the deed could not be lawfully registered unless accompanied by an affidavit; then, is the memorandum on the deed *primâ facie* evidence that an affidavit, in compliance with the enactment, had been delivered to the Registrar? I think it is, because it is presumed, until the contrary be shown, that a public officer, acting in the execution of a public trust, would do his duty, and therefore that the Registrar could not have registered the deed unless it was accompanied by the necessary affidavit.

Sir THOMAS CHAMBERS.—This certificate makes the deed *prima facie* evidence; a creditor who wishes to impeach the deed may do so by showing that the statements in the affidavit are false, but otherwise the certificate is sufficient.

APPOINTMENTS.

Mr. EDWARD ARNOLD, solicitor, of Chichester, has been appointed by Mr. F. J. Malim, the newly-elected coroner for the western division of the county of Sussex, to be his Deputy Coroner. Mr. Arnold was admitted in 1862, and fills the offices of town clerk of Chichester and coroner for that city.

Mr. GEORGE TOLLER, solicitor, of Leicester, has been appointed Town Clerk of that borough, in succession to Mr. Samuel Stone, resigned. The salary of the office has been fixed at £1,200 a-year. Mr. Toller was admitted in 1837, and is a member of the Metropolitan and Provincial Law Association.

GENERAL CORRESPONDENCE.

AN OVERSEER'S GRIEVANCE.

Sir,—Will you kindly allow me, through the medium of your columns, to call attention to a public grievance?

By 6 Geo. 4, c. 50, the overseers of the poor of the various parishes, &c., in England are required in September of every year to make out a list of persons qualified and liable to serve as jurors. By section 10 of that Act they are further required to attend a special session of justices, and to produce and verify (on oath if necessary) such lists. The justice's clerk receives a fee of from 4*s.* to 6*s.* (varying in different districts) for giving notice of the session, and receiving and getting the lists allowed, &c. The clerks, having done the work, naturally enforce payment of their fees from the overseers. But the district auditors of many poor law unions, when auditing overseer's accounts, disallow these fees on the ground that they are not legally chargeable on the poor-rate. The Local Government Board confirm their auditors' disallowance. The poor overseers, therefore, do the labour of preparing the lists and attending the special session, &c., *gratuitously*, and pay the clerk *out of their own pockets*. Surely, Sir, this wants remedying. EDWD. ARGYLE.

Tamworth, Sept. 28th.

LELY AND FOULKES ON THE LICENSING ACTS.

Sir,—In the notice of "The Licensing Acts, 1828, 1869, and 1872," by Mr. Lely and myself, contained in your number of 14th September last, the reviewer says, "We must however notice one serious omission. Why is the very important 10th section of the 33 & 34 Vict. c. 29, to be found nowhere in the book?" Your reviewer may possibly be right in considering that this section ought to have been given verbatim. It was not so given because nothing can possibly turn on its construction, and it was not considered sufficiently important. But the observation in the review would seem to imply that no notice whatever has been taken of that section in the book, and to correct that impression I ask you to insert this letter. Not only is the section referred to in the table of statutes and the summary of the law, but in the note to the section creating the wholesale beer dealer's retail licence, at page 60, its effect is given in the following terms:—"The wholesale beer dealer's retail licence now requires, except when granted by way of renewal, the same qualification as to annual value as the licence for beer to be drunk on the premises (33 & 34 Vict. c. 29, s. 10, Licensing Act, 1872, s. 45)." W. D. I. FOULKES.

1, King's Bench-walk, Oct. 2.

IRELAND.

THE ASSOCIATED LAW CLERKS.

A general meeting of this Association has been held in Dublin, the president in the chair. The president announced that he had learned with regret that several solicitors who had signed the undertaking to close their offices at two o'clock on Saturdays during the Long Vacation had refused to do so. He said it was difficult to believe that gentlemen were to be found who, having deliberately signed the undertaking, now refused to act up to it. The consideration of the motion which stood over from last meeting as to the conduct of certain officials of the law and equity courts who, it was alleged, were in the habit of soliciting the drawing of costs and other business from solicitors to the great detriment of the law clerks, was resumed. After the matter was fully discussed, a resolution was unanimously passed, referring it to the committee to take the best steps to effect the discontinuance of such practices. The question of the necessity of solicitors imposing a term of apprenticeship on all youths joining the business of a law clerk was then considered; and some regret was expressed that, it being necessary to serve an apprenticeship to the business in London and Edinburgh, and, indeed, every trade and business of the present day requiring some time to be served in apprenticeship, the same should nos be observed in so trustworthy and intelligent a body as the law clerks of Ireland. The advisability of memorialising the benchers and the Law Society on the subject of a half-holiday on Saturday was discussed. The president announced that the committee were in treaty with a legal gentleman for a course of lectures on conveyancing.

OBITUARY.

RIGHT HON. SIR J. S. WILLES.

The Right Hon. Sir James Shaw Willes, whose melancholy death on Wednesday last has cast quite a gloom over the legal profession, was the son of James Willes, Esq., M.D., of Cork, by Elizabeth Aldworth, daughter of the late J. Shaw, Esq., of Belmont, and was born in 1814. He was educated at Trinity College, Dublin, where he obtained honours, and graduated B.A. in 1836, receiving the degree of LL.D. from the University in 1860. He was called to the Bar at the Inner Temple on the 12th June, 1840, when he joined the Home Circuit, and soon acquired a large business as a leading junior. In 1849 he edited, with Sir Henry S. Keating, the well-known leading work, "Smith's Leading Cases;" and in 1850 he was appointed a Commissioner of Common Law Procedure, and assisted in drawing the Common Law Procedure Acts of 1852, 1854, and 1860, founded on the report of the Commissioners. In 1855, when a vacancy occurred among the judges of the Court of Common Pleas, by the death of Sir W. H. Maule, Mr. Willes was raised to the Bench, and received the customary honour of knighthood. Of the judges who then composed the Court of Common Pleas Sir James S. Willes was the last to continue his connection with that tribunal, and the Right Hon. Sir Edward Vaughan Williams (who retired in 1865) is now the only survivor. The judges were:—The Right Hon. Sir John Jervis (Chief Justice), Sir Cresswell Cresswell, Sir Edward V. Williams, Sir Richard Budden Crowder, and Sir James Shaw Willes. Last year (3rd November, 1871), on the appointment of paid judges to the Judicial Committee of the Privy Council, Sir James Willes was sworn in a member of that body, at the same time as Sir Montague Smith and Sir Robert Collier, the new judges, and since that date the deceased judge occasionally took part in the proceedings of the Judicial Committee. Sir James Willes married, in 1856, Helen, daughter of Thomas Jennings, Esq. He had been a valued member of several Royal Commissions, notably of the Judicature Commission.

MR. C. KENDALL.

Mr. Charles Kendall, solicitor, of Over Darwen, Lancashire, died at his residence, Astley Bank, on the 18th September. He was admitted in 1858, and was a partner in the local firm of Kendall & Costeker. Mr. Kendall held the clerkship to the county magistrates for the division of Over Darwen, which becomes vacant by his death. His funeral took place at the Darwen Cemetery on the 23rd September.

MR. W. STONE.

Mr. William Stone, solicitor, of Bradford-on-Avon, Wilts, died at his residence, Winsley House, on the 17th September, at the advanced age of eighty-six years. Mr. Stone, who was admitted in 1810, was for many years clerk to the magistrates of the Bradford district, and to those of the Freshford district in Somersetshire; he also held the clerkship to the deputy lieutenants of Bradford, Trowbridge, and Westbury. Mr. Stone was likewise formerly solicitor to the Wilts Building Society, and agent to the Property Protection Society for the districts of Bradford, Trowbridge, Melksham, &c. At the Bradford Petty Sessions, on the 25th September, Mr. T. B. Saunders (chairman) paid a handsome tribute to the memory of the deceased gentleman, for the ability and unswerving rectitude with which he had performed the duties of his office. Latterly, through the infirmities of age, the duties of clerk to the bench had been fulfilled by his partner, Mr. James Sparks, who will continue to discharge the duties of the clerkship until a successor to Mr. Stone is appointed.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Oct. 4, 1872.

3 per Cent. Consols, 92⅞	Annuities, April, '85
Ditto for Account, Nov.. 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 90⅝	Ex Bills, £1000, — per Ct. 2 dis
New 3 per Cent., 9· ⅝	Ditto, £500, Do —2 dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 247
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 107
Ditto 5 per Cent., July, '80 111	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88 103	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 96½	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	110
Stock	Caledonian	100	109½
Stock	Glasgow and South-Western	100	125
Stock	Great Eastern Ordinary Stock	100	47½
Stock	Great Northern	100	133½
Stock	Do., A Stock*	100	155
Stock	Great Southern and Western of Ireland	100	111
Stock	Great Western—Original	100	147½
Stock	Lancashire and Yorkshire	100	149½
Stock	London, Brighton, and South Coast R.	100	77½
Stock	London, Chatham, and Dover	100	23¾
Stock	London and North-Western	100	143
Stock	London and South Western	100	103½
Stock	Manchester, Sheffield, and Lincoln	100	84
Stock	Metropolitan	100	59
Stock	Do., District	100	27½
Stock	Midland	100	140½
Stock	North British	100	84¼
Stock	North Eastern	100	162
Stock	North London	100	130
Stock	North Staffordshire	100	81
Stock	South Devon	100	69
Stock	South-Eastern	100	103

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The bank rate of discount is this week raised further, to 5 per cent. The result has been a temporary weakness in the railway market, from which an early recovery may be anticipated. The Foreign market is strong. The low price maintained by Erie Railway Stock is noteworthy, considering that the prices of the past week have been considerably lower than those in New York.

Messrs. Grant Brothers & Co. invite applications for 2,400 Seven per Cent. First Mortgage Sinking Fund Gold Bonds

of £100 sterling, or 500 dols. each, of the Paris and Decatur Railroad Company (State of Illinois, United States of America). The price of issue is £87 15s. per bond of £100 sterling, and calculating the profit to the bondholder on the bond being redeemed at par (£100 sterling), equal to about £15 per bond profit, the return to the investor is about 10 per cent. per annum. The prospectus states that "These bonds constitute the first and only charge on the railway—which is 75 miles in length—connecting the cities of Paris and Decatur, and occupying a very important position in the State of Illinois—the amount of such first mortgage being only at the rate of £3,200 per mile. The share capital of the company is 1,600,000 dollars, divided into 32,000 shares of 50 dollars each, the whole of which has been duly subscribed—upwards of one million dollars duly paid-up and the balance is in process of payment—and the company possesses no power to issue bonds or mortgages beyond the 1,200,000 dollars first mortgage 7 per cent. bonds now offered for subscription. With a view to giving a perfect and absolute security to the bondholders, the entire railroad, with all its equipments and appurtenances, is absolutely mortgaged and assigned to the well-known Union Trust Company of New York, as trustee on behalf of the bondholders—each bond being endorsed with a certificate of such mortgage (which has been duly recorded in each county through which the railroad is to run), duly signed by the President of the Union Trust Company." The bonds, which have coupons attached, are payable in gold half-yearly, on the 1st January and 1st July, at the banking-house of Messrs. Grant Brothers & Co., London, at the fixed exchange of 4s. 2d. per dollar, equal to £7 5s. 10d. sterling per bond per annum; or, at the option of the holders at the office of the Union Trust Company of New York, both free of United States Government Tax. The lists of application will close on Tuesday next for London, and on Wednesday for the country; the bonds are quoted at 1¼ to 2¼ prem.

A commission of the peace has been issued for the borough of Rochdale. All the new magistrates, except Mr. Shawcross, the Mayor, are already in the commission of the peace for the county.

By the proposed elevation of Sir Roundell Palmer to the Woolsack, the offices of deputy steward and counsel to the university of Oxford become vacant. Sir Roundell has held the former office since 1852, and the latter since 1861.

The registrarship of the Chester County Court has become vacant by the death of Mr. John Smith Porter, solicitor, which took place on the 29th September, at the age of fifty-four years. Mr. Porter was certificated in 1842, and was originally Registrar of the Knutsford County Court, but was appointed to Chester in 1865.

Marriage Law in America.—The laws regulating the requirements of a valid contract of marriage are quite different in different countries and in different States of the Union. It has become the custom with romantic Californians to celebrate their marriages out of sight of land on the bosom of the broad Pacific. But many couples who have thus given a practical turn to their sentimentalism, have been quite appalled by a recent decision of one of the California courts, declaring that no marriage performed over three miles from shore is legal, on the ground that all the law-given powers of a clergyman or justice disappear on the high seas. We presume that a marriage of two persons on the high seas would be governed by the law of their domicile; and if that law required a licensed clergyman or a justice of the peace, or other official, to perform a marriage ceremony in order to render it valid, and if the official powers of such person evaporate on the ocean, the decision of the trans-continental court is sound. But we apprehend that, under the laws of the State of New York, the marriage of citizens of the State on the high seas, out of sight of land, if performed in the presence of one or more witnesses, or by any clergyman or justice, or anybody, would be valid. Romantic New Yorkers may, therefore, indulge their little crochets by going out to sea as far as they choose, and having their fortunes united in the presence of old Neptune and in the midst of "grand old ocean."—*Albany Law Journal.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Attwater—Oct. 1st, at Fern Lea, St. John's-road, Brixton, Surrey, the wife of Charles Attwater, Esq., of 11, Southampton-buildings, Holborn, solicitor, of a daughter.

Deane—Sept. 29th, at 7, Woburn-square, the wife of Henry A. Deane, Esq., of a daughter.

Marsh—Sept. 20th, at Poplar, the wife of J. W. Marsh, of a daughter.

MARRIAGES.

Cowdell—Smith—Sept. 27th, at St. George's, Hanover-square, Alfred W. Cowdell, Esq., solicitor, Chesterfield, to Alice Maud, second daughter of Thomas Henry Smith Esq., of 13, John-street, Berkeley-square.

Sutton—Nanson—Oct. 2nd, at St. John's Church, Houghton, Cumberland, Henry Sutton, Esq., barrister-at-law, to Caroline Elizabeth, eldest daughter of John Nanson, Esq., of Knells, Cumberland.

DEATHS.

Britten—Sept. 26th, at 6 o'clock a.m., Charles Britten, solicitor, aged 67, at Springfield, Northampton.

Porter—Sept. 29th, at Hough-green, Chester, John Smith Porter, Registrar of the County Court, aged 54.

LONDON GAZETTES.

Professional Partnerships Dissolved.

Tuesday, Oct. 1, 1872.

Woodward, Fras, and Joseph Smith, Wednesbury, Stafford, Attorneys, &c. Aug 1

Winding up of Joint Stock Companies.

Friday, Sept. 27, 1872.

Unlimited in Chancery.

Economic Benefit Building Society.—Petition for winding up, presented Aug 16, directed to be heard before Vice Chancellor Malins on Nov 8. Pattison and Cobbold, New Bridge-st, Blackfriars, solicitors for the petitioner.

County Palatine of Lancaster.

Friday, Sept. 27, 1872.

County Palatine Loan and Discount Company (Limited).—Petition for winding up, presented Sept 20, directed to be heard before Vice Chancellor Little, at the office of the District Registrar, Municipal-bldgs, Dale-st, Lpool, on Oct 8. T. and T. Martin, Lpool, solicitors for the petitioner.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, Sept. 27, 1872.

Brueton, Sophia, Bilston, Stafford, Widow. Nov 1. Waterhouse, Bilston

Duckney, Thos, Brunswick sq, Camberwell. Nov 1. Grover and Humphreys, King's Bench walk, Temple

Cave, Sarah, Brackley, Northampton, Widow. Dec 21. Heming, Banbury

Cornish, Geo Bishop, Charlton Kings, Gloucester, Esq. Nov 23. Tebbs and Sons, Gt Knight Rider st, Doctors' commons

Cowen, Mark, Rochester, Kent. Jan 1. Solomon, King st, Cheapside

Done, Jas, Manch, Surgeon. Dec 31. Weston and Co, Manch

Dove, Thos, Newcastle-upon-Tyne, Solicitor. Nov 30. Vyner, Cook's ct, Lincoln's inn

Duff, Folliott, Grosvenor Hotel, Pimlico, Esq. Lewis, Gt Marlborough st, Regent's st

Gasson, Wm Burbeary, Ippolytte, nr Hitchin, Hertford, Gent. Nov 1. Cotton, Tavistock row, Covent gdn

Gillum, Eliz, Belford, Northumberland, Spinster. Nov 12. Forster and Paynter, Alnwick

Glover, John, Walsall, Stafford, Ironfounder, Dec 31. Wilkinson and Gillespie, Walsall

Hamilton, Matthew, Chalton st, Somers Town, Gent. Oct 31. Lumley and Lumley, Old Jewry chambers, Old Jewry

Hicks, Hy Potto, Eastwood, Essex, Farmer. Nov 14. Swaine and Arthy, Rochford

Holmes, John, Leeds, Banker. Nov 1. Rooke and Midgley, Leeds

Killick, Richd, Edenbridge, Kent, Esq. Dec 2. Drummonds and Co, Croydon

Lister, Anne, Coverham Abtey, York, Spinster. Nov 1. Teale, Leyburn

Lord, Edmund, Tunstead, nr Stacksteads, Lancashire, Yeoman. Oct 26. Wright, Bacup

Overton, Maria, Cheltenham, Gloucester, Spinster. Oct 24. Bubb and Co, Cheltenham

Peel, Robt Bolton Wilde, Moreb Pembury, Carmarthen, Gent. Nov 4. Glynes and Son, Leadenhall st

Pratt, Wm, Alsager, Cheshire, Gent. Oct 19. Julian, Burslem

Richardson, Joseph, Gt Portland st, Builder. Nov 16. Shodes and Son, Chancery lane

Warhurst, Caleb, Ludworth, Derby, Innkeeper. Oct 12. Smith, Hyde

Whitworth, John, Birm, Plumber. Nov 1. Alcock and Milward, Birm

Wood, Chris, Silverdale, Lancashire. Nov 1. Cotman, Preston

Tuesday, Oct. 1, 1872.

Bell, Fras, Newcastle-upon-Tyne, Innkeeper. Dec 1. Joel, Newcastle-upon-Tyne

Bower, John, Botolph lane, Wholesale Fruiterer. Nov 1. Halse and Co, Cheapside
Bridge, John, Manch, Merchant. Dec 1. Swinburne and Co, Manch
Duggleby, Stephen Waldby, Cottam, York, Farmer. Nov 10. Hodgson, Gt Driffield
Fulford, Matthew Hy, Brighton, Hotel Keeper. Nov 30. Chalk, Brighton
Hawkins, Richd, Eversley, Hants, Yeoman. Nov 26. Lamb and Brooks, Odiham
Hirst, Matthew Hy, Huddersfield, York, Gent. Dec 1. Hesp, and Co Huddersfield
Ladyman, Thos, Rochdale, Lancashire, Builder. Nov 11. Heap, Rochdale
Lateward, Harriet, Rome, Spinster. Nov 26. Stuart and Baly, Gray's inn sq
Mitchell, Wm, Bath, Corn Dealer. Nov 13. Gibbs, Bath
Palin, Wm, Tarporley, Cheshire, Corn Merchant. Nov 1. Rogers, Northwich
Parsons, Geo A, Upper Chenies mews, Upholsterer. Nov 1. Parsons, Broad st, Worcester
Pick, Geo Fredk, Freetown, Sierra Leone, Africa, Merchant. Dec 27. Denby, Frederick's pl, Old Jewry
Rackstrow, Moses, Blackwater, Hants, Innkeeper. Nov 26. Lamb and Brooks, Odiham
Shailer, Wm, Earl's ct, Chelsea, Gent. Nov 16. Walter, Newgate st
Smith, Edwd, Wrexham, Denbigh, Draper. Nov 5. Smith, High st, Wrexham
Tongue, Wm, Winthorpe, Notts, Gent. Nov 16. Boocock, Halifax
Wilder, Edwin, Lpool, Licensed Victualler. Nov 1. Martin, Lpool
Willmore, Ann, Edgbaston, Warwick, Spinster. Jan 1. Stubbs, Birm
Wood, Wm, Bolton, Lancashire, Innkeeper. Oct 31. Briggs and Bailey, Bolton

Bankrupts.

FRIDAY, Sept. 27, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Pope, Joseph, Teddington, Middx, Builder. Pet Sept 21. Bell. Kingston, Oct 10 at 5
Waugh, Wm, Jarrow, Durham, Boot Dealer. Pet Sept 24. Bradshaw. Newcastle, Oct 15 at 11
Woodcock, Hy, and John Lerwill, Birm, Builders. Pet Sept 23. Chauntler. Birm, Oct 14 at 2

TUESDAY, Oct. 1, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Howe, John Fras, Barnsbury-rd, Pawbroker. Pet Sept 27. Brougham. Oct 15 at 11

To Surrender in the Country.

Armstrong, Wm, Boston, Lincoln, Hair Dresser. Pet Sept 27. Staniland. Boston, Oct 16 at 4
Brown, Joseph, Oakfield-rd, Croydon, Contractor. Pet Sept 23. Rowland. Croydon, Oct 22 at 2
Budden, Isaac Randall, Ditcheat, Somerset, Baker. Pet Sept 26. Foster. Wells, Oct 15 at 11
Choules, Joseph, North Hinksey, Berks, Coal Merchant. Pet Sept 28. Bishop. Oxford, Oct 18 at 11
Cooper, Danl, jun, Bradley, nr Bilston, Stafford, Grocer. Pet Sept 27. Brown. Wolverhampton, Oct 12 at 12
Franklin, Edwd, Sheffield, York, Innkeeper. Pet Sept 28. Wake. Sheffield, Oct 11 at 12
Powell, Hy, Bathampton, Wilts, Farmer. Pet Sept 26. Nodder. Salisbury, Oct 16 at 2
Stagg, Thos Mitchell, Sheffield, York, File Manufacturer. Pet Sept 26. Wake. Sheffield, Oct 11 at 12
Thomas, Benj, Calverley, York, Wine Merchant. Pet Sept 27. Robinson. Bradford, Oct 15 at 9
Wood, Hy, and Jas Stewart, Manch, Cloth Agents. Pet Sept 26. Lister. Manch, Oct 17 at 9.30

BANKRUPTCIES ANNULLED.

TUESDAY, Oct. 1, 1872.

Clayton, John, Beckenham, Kent, Builder. Sept 9

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept. 27, 1872.

Akeroyd, Zaccheus, Horton, York, Mason. Oct 11 at 3, at offices of Neill, Union passage, Bradford
Blampey, Peter, Ellacombe, Torquay, Devon, Builder. Oct 11 at 2, at the Queen's Hotel, Queen st, Exeter. Searle, Crediton
Bostock, Robt, Thos Rowbotham, and Thos Bruckshaw, Chester, Hat Manufacturers. Oct 10 at 3, at the Pitt and Nelson Inn, Ashton-under-Lyne. Brooks and Co. Ashton-under-Lyne
Brown, Aaron, Southborough, Kent. Oct 10 at 11, at offices of Stenning, High st, Tonbridge
Burrow, Robt Foster, Seaford, Sussex, no occupation. Oct 9 at 2, at office of Smith, Gresham House
Cobb, Joseph, Southborough, Kent, Stationer. Oct 10 at 10, at the Angel Inn, Tonbridge. Palmer, Tonbridge
Coleman, Nicholas, Queen's cres, Kentish Town, Ironmonger. Oct 7 at 12, at office of Rodwell, Chancery lane
Cotterill, Jas, Manch, Potatoe Salesman. Oct 18 at 2, at 1, St George's chambers, Manch. Evans
Cotterell, Joseph Fras, Bath, Aerated Water Manufacturer. Oct 15 at 1, at offices of Collins, Abbey churchyard, Bath
Cross, Geo, Duxford, Cambs, Grocer. Oct 10 at 11, at offices of Ellison, Alexandra st, Petty Cury, Cambridge
Devaux, Albert, Commercial st, Whitechapel, Wine Merchant. Oct 7 at 2, at offices of Cooper Brothers, George st, Mansion House. Hillyer and Co, Fenchurch st
Fisher, Fredk, Gt Grimsby, Cabinet Maker. Oct 5 at 11, at offices of Grange and Wintringham, West St Mary's gate, Gt Grimsby
Fisher, Fredk, and Peter Pickerden, Gt Grimsby, Sawyers. Oct 4 at 11, at offices of Grange and Wintringham, West St Mary's gate, Gt Grimsby
Forward, Geo, Manch, Hatter. Oct 8 at 3.30, at offices of Reddish, Brown st. Manch
Fullwood, John, Leamington Priors, Warwickshire, Builder. Oct 7 at 11, at office of Abbott, Spencer st, Leamington
Gilbert, Jonathan, Hanley, Stafford, Dealer in Sewing Machines. Oct 2 at 11, at the County Court Offices, Cheapside, Hanley. Stevenson
Grant, Richd, Cawthorn Cottage, Shepherd's Bush, House Decorator. Oct 9 at 11, at the Richmond Hotel, Shepherd's Bush rd
Griffiths, Edwin, West Bromwich, Stafford, Scrap Iron Dealer. Oct 14 at 11, at offices of Jackson, Lobmard st, West Bromwich
Haliva, Joseph, Bevis Marks, St Mary Axe, Superintendent of the Jews' Synagogue. Oct 14 at 2, at offices of Tilley and Shenton, Finsbury pl South
Harmer, Hy Jas, Alexandra ter, The Grove, Stratford, Milliner. Oct 2 at 3, at offices of Miller and Stubbs, Eastcheap
Harrison, Danl, Low Coniscliffe, nr Darlington, Durham, Gardener. Oct 12 at 11, at office of Clayhills, Coniscliffe rd, Darlington
Hawkins, Chas, Newton, nr Manch, Builder. Oct 18 at 11, at offices of Boote and Edgar, George st, Manch
Hickman, Wm, Wolverhampton, Stafford, Butcher. Oct 10 at 12, at offices of Stratton, Queen st, Wolverhampton
Howard, Wm, Little Earl st, Bloomsbury, Cheesemonger. Oct 11 at 3, at offices of Ricketts, Frederick st, Gray's inn rd
Jenkins, Edwin Wms, Stamford st, Blackfriars, Iron Merchant. Oct 10 at 3, at offices of Saffery and Huntley, Tooley st, London bridge
Kennier, Geo Johnson, Newcastle-upon-Tyne, Alkali Manufacturer. Oct 12 at 1, at offices of Watson, Pilgrim st, Newcastle-upon-Tyne
Lloyd, Chas, Shrewsbury, Salop, Butcher. Oct 11 at 11, at offices of Clarke, Shrewsbury
Lock, Fras Wm, Bideford, Devon, Grocer. Oct 9 at 11, at the Queen's Hotel, Queen st, Exeter. Bencraft, Barnstaple
Marshall, Hy Chas, Regent st, Westminster, Butcher. Oct 6 at 11, at offices of Willis, St Martin's ct, Leicester sq
Miles, Hy, Holloway rd, Fishmonger. Oct 14 at 12, at offices of Thomson and Son, Cornhill
Mills, Thos, Radcliffe, Lancashire, Cotton Waste Dealer. Oct 16 at 3, at offices of Richardson and Dowling, Wood st, Bolton
Moore, Sarah Maria, Powis st, Woolwich, Upholsterer. Oct 14 at 1, at offices of Colquhoun, Parson's hill, Woolwich
Ockmore, Jas, Queen st, Cheapside, Refreshment house Keeper. Oct 17 at 2, at offices of Brown, Basinghall st
Parker, Alf, Strand, Stationer. Oct 10 at 3, at offices of Morley and Shirreff, Mark lane
Perkins, John Crawford, Portsea, Hants, Grocer. Oct 8 at 3, at offices of Wainscot, Union st, Portsea. Blake, Portsea
Pickerden, Peter, Gt Grimsby, Sawyer. Oct 5 at 12, at offices of Grange and Wintringham, West St Mary's Gate, Gt Grimsby
Place, Hy Avison, Halifax, Yorkshire, Carver. Oct 10 at 11, at offices of Norris and Co, Crossley-st, Halifax
Priestman, Wm, and John Wm Parish, George yd, Lombard st, Metal Agents. Oct 11 at 2, at offices of Carter and Bell, Leadenhall st
Prince, Edwd, Landport, Hants, Watchmaker. Oct 11 at 3, at 145, Cheapside. Cousins and Burbidge, Portsmouth
Restall, Chas, Farnham, Surrey, Tailor. Oct 16 at 2, at offices of Tilley and Shenton, Finsbury pl, South
Rickards, Susanna, Aldershot, Hants, Milliner. Oct 9 at 1, at office of Eve, Aldershot.
Saddington, Wm, Northampton, Grocer. Oct 11 at 11, at the Chamber of Commerce, Corn Exchange, Northampton. Jeffery, Newland, Northampton
Service, John, Sunderland, Durham, Merchant. Oct 10 at 4, at office of Bell, Lambton st, Sunderland
Stansfield, Robt, Bradford, York, Artificial Flower Importer. Oct 18 at 3, at office of Neill, Union passage, Bradford
Thompson, Wm Danl, Chatham, Kent, Licensed Victualler. Oct 11 at 2, at the Morden Arms, King st, Troy town, Rochester. Harrison, Furnival's inn, Holborn
Vass, Joseph, and Geo Vass, St Albans, Herts. Builders. Oct 7 at 11, at office of Hutchinson, Vauxhall bridge road
Weatherby, Danl, Congleton, Cheshire, Draper. Oct 12 at 11, at office of Cooper, Lawton st, Congleton
Welsh, Jas, Lpool, Licensed Victualler. Oct 14 at 2, at office of Hughes, Lord st, Lpool
Whieldon, Wm, and Robt John Lecky, Westminster bridge rd, Mechanical Engineers. Oct 8 at 2, at the Guildhall Tavern, Gresham st. White, Southampton st, Bloomsbury
Whiteley, Jeremiah, Bradford, Yorkshire, Draper. Oct 7 at 3, at office of Gant, Union passage, Kirkgate, Bradford
Wolfe, Wolfe Gerson, Salford, Lancashire, Draper. Oct 10 at 3, at office of Sampson, St James's chambers, South King st, Manch

TUESDAY, Oct. 1, 1872.

Barber, Joseph, Manch, Accountant. Oct 16 at 3, at office of Kearsley, Bransome st, Manch
Beard, Joseph, Watton, Herts, Miller. Oct 15 at 2, at 23, Carter lane, Doctors' commons. Rashleigh, Gracechurch st
Betts, Jas, Bury St Edmunds, Upholsterer. Oct 14 at 11.15, at office of Hunsman and Nicholson, College hill, Cannon st. Partridge and Greene, Bury St Edmunds
Bitch, Tom, and John Albert Waterworth, Sandbach, Cheshire, Yarn Dyers. Oct 16 at 11, at the Clarence Hotel, Spring gdns, Manch. Bygott, Sandbach
Brockbank, Joseph, Bolton, Lancashire, Iron Turner. Oct 15 at 3, at office of Hall and Rutter, Acresfield, Bolton
Butter, Ephraim Alfd, Engineer rd, Woolwich common, Dairyman. Oct 11 at 3, at office of Scard and Son, Bishopsgate st Within
Clapperton, Alex, Little Compton st, Soho, Baker. Oct 16 at 2, at the Corn Exchange Tavern, Mark lane. Fraser, Dean st, Soho
Coke, Alex, Blackburn, Lancashire, Draper. Oct 15 at 3, at offices of Backhouse, St John's pl, Blackburn
Collins, Wm, jun, Devonport, Devon, Grocer. Oct 14 at 11, at offices of Edmunds and Son, Parade, Plymouth

Cunliffe, John, Salford, Lancashire, Card Board Manufacturer. Oct 16 at 3, at offices of Addleshaw, King st, Manch
Davies, David, Tyrdref Llandyssil, Cardigan, Farmer. Oct 14 at 2, at the Shire hall, Carmarthen. Lloyd, Haverfordwest
Dawkins, Geo, Upper North st, Chelsea, Leather Seller. Oct 17 at 3, at office of Bailey and Child, Sloane st, Knightsbridge
Dryden, Hy, Newcastle-upon-Tyne, Soap Manufacturer. Oct 10 at 12 at office of Bousfield, Market st, Newcastle-upon-Tyne
Eagles, Wm, Aston, Warwick, Gun Implement Maker. Oct 14 at 12, at office of Hawkes, Temple st, Birm
Fenton, Arthur, Alby, Norfolk, Gent. Oct 12 at 12, at office of Emerson and Sparrow, Norwich
Fletcher, Isaac, Hallfields, nr Bilston, Stafford, Gas Holder Maker. Oct 15 at 12, at office of Stokes, Priory st, Dudley
Furzeland, Thos Ho sking, Devonport, Devon, Grocer. Oct 14 at 11 30, at office of Edmunds and Son, Parade, Plymouth
Gardner, Joseph Clark, Newcastle-upon-Tyne, Draper. Oct 11 at 2, at office of Sewell, Gray st, Newcastle-on-Tyne
Gooddy, Elisha, St Osyth, Essex, Grocer. Oct 15 at 2, at the Fleece Hotel, Colchester
Hattatt, John, Foote, Southampton, Brewer. Oct 15 at 3, at offices of Stead and Co, Romsey
Heaton, Wm, Gateshead, Durham, Joiner. Oct 15 at 12, at office of Cranston, High st, Gateshead. Robson, Gate-head
Hensman, Charles, Wollaston, Northampton, Commission Agent. Oct 15 at 3, at office of Becke, Market sq, Northampton
Hildred, Edwd Ablitt, Boston, Lincoln, Draper. Oct 10 at 10 30, at offices of York, Church yd, Boston
Hunt, Hy, Landport, Hants, Hotelkeeper. Oct 12 as 4, at offices of Paice, Commercial rd, Landport. Walker, Portsea
Jaggar, Chas, Oxford, Cooper. Oct 16 at 12, at offices of Berridge, Sheep st, Bicester
Jones, Mary, and Margaret Jones, Shrewsbury, Salop, Milliners. Oct 14 at 11, at offices of Morris, Swan hill, Shrewsbury
Joseph, Mark, Leman st, Whitechapel, Grocer. Oct 21 at 2, at offices of Ladbury and Co, Cheapside. Lewis and Lewis, Ely pl, Holborn
Keet, Geo, Farnham, Surrey, Innkeeper. Oct 9 at 12, at the Lion and Lamb Inn, West st, Farnham, Holiest and Mason
Kinnersley, Thos, Hereford, Butcher. Oct 14 at 11, at 2, Palace yd, Hereford. Garrold
Lampe, Johannes Louis, and Margaret Christie, George lane, Woodford Essex, School Proprietors. Oct 14 at 12, at office of Pinwill, Pinner's Hall. Old Broad st. Stacpoole, Pinner's Hall
Ledlard, Peregrine, Brighton, Sussex, Draper. Oct 16 at 12, at offices of Smith and Co, Bread st, Cheapside. Lamb, Ship st, Brighton
Littler, Edwd, Holywell, Flint, Confectioner. Oct 15 at 12, at the Queen's Railway Commercial Hote, Chester. Davies, Holywell
Lloyd, Alf, Little Tower st, Tea Dealer. Oct 15 at 3, at offices of Allen and Edwards, Old Jewry
Lloyd, Edwin, Holywell, Flint, Joiner. Oct 16 at 11, at office of Davies, Well st, Holywell
Lloyd, Thos, Ombersley, Worcester, Beerhouse Keeper. Oct 12 at 12, at offices of Cortet, Baxter chambers, Church st, Kidderminster
Marriott, Thos, London ter, Nine Elms lane, Corn Merchant. Oct 11 at 2, at offices of Eyre and Smith, Poultry. Dann, Cheapside
Martland, Joshua, Lathom, Lancashire, Innkeeper. Oct 16 at 3, at office of Farr and Sadler, Railway rd, Ormskirk
Marrials, Antoine Theophilus, Brunswick row, Queen's sq, Clerk in Holy Orders. Oct 11 at 12, at offices of Beesley and Co, Finsbury pavement. Darville, Finsbury pavement
Milner, Wm, Selby, York, Grocer. Oct 18 at 12, at the Gt Northern Station Hotel, Leeds. Bantoft, Selby
Murray, Jas, Upper Baker st, Shoe Manufacturer. Oct 24 at 3, at office of Lewis and Co, Old Jewry
Nicholson, Joseph, and Joseph Sutterthwaite, Ulpha, Cumberland, Bobbin Turners. Oct 16 at 2, at office of Meakin, Boughton-in-Furness
Nisbet, Wm, Watling st, India Rubber Warehouseman. Oct 14 at 10, at offices of Haigh, King st, Cheapside
Orger, Wm, Arkesden, Essex, Farmer. Oct 17 at 11, at the Lion Hotel, Petty Cury, Cambridge. Salmon and Son.
Packer, Wm, St Ann's-hill, Wandsworth, Builder. Oct 15 at 3, at offices of Sherrard, Lincoln's-inn-fields.
Pagnam, Fredk, Salford, Lancashire, Butcher. Oct 16 at 4, at offices of Homer and Son, Ridgefield, Manch. Duckworth, Manch.
Pearson, Hy Wm, and Jas Wheeler Newton, Lpool, Wine Merchants, Oct 14 at 2, at office of Gibson and Bolland, South John-st, Lpool. Mather, Lpool.
Pendlebury, Thos, Buxton, Derby, Plumber, Oct 16 at 4, at the White Bear Hotel, Piccadilly, Manch. Taylor.
Phillips, Jas Augustus, Canton, near Cardiff, Soda Water Manufacturer. Oct 10 at 11, at offices of Morgan, High st, Cardiff.
Pratt, Wm, Birm, Stone Mason. Oct 11 at 12, at office of Hawkes, Temple st, Birm
Randall, Thos, Norwich, Painter. Oct 14 at 3, at office of Stanley, Bank plain, Norwich
Rignall, Hy, jun, Boston East, Lincoln. Oct 11 at 1, at the Peacock Hotel, Boston. Hyde, jun, Louth
Roberts, Wm Robt, Handsworth, Stafford, Surgeon. October 10 at 12, at offices of Taylor, Waterloo st, Birm
Rodgett, Jas, Lpool, Licensed Victualler. Oct 16 at 3, at office of Nordon, Cook st, Lpool
Searle, Geo Clement, Egremont, Cheshire, Surgeon. Oct 12 at 2, at offices of Brown, Tenterbury. Jones, Birkenhead
Shears, Robt, New rd, Richmond, Fishmonger. Oct 15 at 3, at 12, Hatton garden. Marshall
Sly, John, Battersea sq, Batterses, Baker. Oct 14 at 11, at offices of Rossel, Walbrook
Somerville, Wallace Cochrane, and Spencer Pidcock, Suffolk grove, Gt Suffolk st, Southwark, Ironfounders. Oct 15 at 1, at offices of Shiers, New inn, Strand
Stansfield, John, and Francis Auty, Batley, York, Contractors. Oct 14 at 3, at the Royal Hotel, Dewsbury. Ibbetson, Dewsbury
Taylor, Peter, Walton rd, nr Lpool, out of business. Oct 14 at 3, at office of Vize, Cable st, Lpool
Thomas, John, Llanllawddog, Carmarthen, Auctioneer. Oct 7 at 10.5, at office of Evans, Queen st, Carmarthen
White, John, Huddersfield, York, Yarn Spinner. Oct 15 at 11, at office of Milnes, Victoria bldgs, New st, Huddersfield
Wilson, Jas, Little Bowden, Northampton, Draper. Oct 14 at 11, at offices of Warthaby and Gilbert, Market Harborough
Wood, Alfd, Birm, Poulterer. Oct 12 at 12, at office of Kennedy, Waterloo st, Birm